



YUMA COUNTY

Request for Proposal:

Fully-Insured Basic Life, AD&D and Optional Life,
Fully-Insured Short Term Disability

Fully Insured Dental (DHMO and PPO)

February 23, 2015

Copyright © 2015 by The Segal Group, Inc. All rights reserved.



Yuma County, Arizona

Notice of Request for Proposal

Request for Proposal No: RFP # HRB2015001

Services Requested: Group Life and AD&D Insurance, Fully Insured PPO and DHMO Dental, Employer Paid and Voluntary Short Term Disability

Proposal Due Date: March 5, 2015

Proposal Time: 1:00 p.m. Arizona time

Submission: One original and 5 exact copies (clearly marked) and one electronic copy on flash drive or CD in native Word or Excel as applicable.

Delivery to: Yuma County
Robert L. Pickels Jr., County Administrator, Clerk of the Board
198 South Main Street
Yuma, Arizona 85364

Bidders Questions Due: February 26, 2015 – 12:00 p.m. Arizona time

Direct All Inquiries to: Segal Consulting
Jeanna Carlton, HBA/Client Manager
jcarlton@segalco.com

In accordance with Yuma County Procurement Code, competitive sealed proposals for the material or services specified will be received by the County of Yuma at the specified location and will not be opened until the date and time cited above. Prices will not be disclosed at the Opening.

Proposals shall be kept sealed and in the actual possession of Yuma County prior to the exact date and time of the opening as indicated above.

It is the responsibilities of the Offerors to be sure proposals are delivered to the Yuma County Human Resources office, Attn: Clerk of the Board by the designated date and time cited above. Late proposals will not be considered, except as provided in the County Procurement Code.

Proposals shall be submitted in a sealed envelope with the Request for Proposal number, the Services requested title and offeror's name and address clearly indicated on the front of the envelope. The submission should also include one electronic copy of the entire Proposal on CD or flash drive. Documents should be provided on the electronic copy in the format that it was given to the Offeror (i.e., Word or Excel). Supplementary information may be provided in a .pdf format.

All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the entire Request for Proposal package.

Table of Contents

Section 1 – General Information

- A. Purpose of Proposal
- B. Background

Section 2 – Proposal Instructions

- General Proposal Conditions
- General Proposal Requirements
- Additional Instructions to Offerors
- Submission Requirements

Section 3 – Scope of Services

Section 4 – Required Forms & Questionnaire (Exhibits 1 – 9)

Section 5 – Standard Terms and Conditions

Section 6 – Special Terms and Conditions

Section 7 – Offer & Acceptance Form

Section 8 – Exhibits and Attachments

- Exhibit 1 – Scope of Services
- Exhibit 2 – Intent to Propose
- Exhibit 3 - Non-Disclosure Statement
- Exhibit 4 – Confidentiality Agreement
- Exhibit 5 – Prior and Pending Lawsuits
- Exhibit 6 – Fees/Rates Certification
- Exhibit 7 – Confidential/Proprietary Submittals
- Exhibit 8 – Deviations
- Exhibit 9 – Vendor Information Form
- Exhibit 10 – Questionnaire
- Exhibit 11 – Performance Guarantees
- Exhibit 12 – Reporting Requirements
- Exhibit 13 – Plan Design Comparisons (13a – 13f)
- Exhibit 14 – Financial Workbook (14A – 14M)

The following information will be provided upon the completion and submission of Exhibit 3 – Non-disclosure Statement and Confidentiality Agreement (Exhibit 4):

- Attachment 1 – Life Census
- Attachment 2 – Dental Census
- Attachment 3 – Life Policy
- Attachment 4 – Life Experience
- Attachment 5 – Delta Dental Contract
- Attachment 6 - Delta Dental Benefit Schedule
- Attachment 7 - Delta Dental Experience
- Attachment 8 – United Concordia Policy
- Attachment 9 - United Concordia Certificate
- Attachment 10 - United Concordia Benefit Schedule
- Attachment 11- Total Dental Administrators (TDA) Plan Design/Copay Schedule

Section 1 – General Information

A. Purpose of Proposal

Yuma County is interested in competitive quotes for the July 1, 2015 through June 30, 2016 Plan Year. Historically the County was on a January 1 to December 31 Benefit Year. Effective July 1, 2015 they have moved their benefit plan year to match their fiscal plan year (7/1 – 6/30). Yuma County currently provides employer paid basic life and AD&D, voluntary optional life, voluntary dental coverage (two PPO Plans and one DHMO plan) and two voluntary short term disability programs.

We are soliciting quotes for group life and AD&D, PPO Dental, DHMO Dental, Employer Paid Short Term Disability (STD) and Group Voluntary STD.

B. Background

Yuma County is one of the original four counties designated by the First Territorial Legislature. In 1983, voters decided to split it into two counties, La Paz County in the north and the new Yuma County in the south that represents 5,522 square miles of desert land accented by rugged mountains. All of Yuma County is an Enterprise Zone.

The current population of Yuma County is now over 200,000. Yuma County borders Mexico to the south and California to the west. Yuma County's Human Resources office is located in downtown Yuma at 198 South Main Street, Yuma, Arizona 85364.

Carrier History

Voya (formerly ING) has underwritten the Basic and Optional Term Life coverage since 2012. Delta Dental and United Concordia have underwritten the Dental PPO programs since 2002 and 2007 respectively on a voluntary basis. Total Dental Administrators (TDA) has underwritten the Voluntary DHMO program since 2000. The RFP includes a copy of the Life Insurance, and Dental booklets/contracts for your information. Voluntary Short Term Disability has underwritten by Colonial Life since 2006.

Claims Experience

Historical premiums, claims and enrollment information for the Life and Delta Dental PPO plans are included in the Attachments. No utilization experience is available for United Concordia PPO Dental, the DHMO plan or the Disability programs.

Rate History

Basic Life and AD&D (Voya/ING)	1/1/12 – 12/31/12	1/1/13- 12/31/13	1/1/14- 6/30/14	7/1/14- 6/30/2017
Basic Life per \$1,000	\$0.080	\$0.080	\$0.080	\$0.120
Basic AD&D per \$1,000	\$0.018	\$0.018	\$0.018	\$0.018

PPO Dental (Delta Dental)	1/1/12 – 12/31/12	1/1/13- 12/31/13	1/1/14- 12/31/14	1/1/15- 6/30/2015
Employee Only	\$ 38.82	\$ 36.88	\$ 36.88	\$ 36.88
Employee + One Dependent	\$ 84.34	\$ 80.12	\$ 80.12	\$ 80.12
Employee + Family	\$111.46	\$105.90	\$105.90	\$105.90

PPO Dental (United Concordia)	1/1/12 – 12/31/12	1/1/13- 12/31/13	1/1/14- 12/31/14	1/1/15- 6/30/2015
Employee Only	\$ 38.66	\$ 38.66	\$ 38.66	\$ 38.66
Employee + One Dependent	\$ 84.04	\$ 84.04	\$ 84.04	\$ 84.04
Employee + Family	\$111.06	\$111.06	\$111.06	\$111.06

DHMO Dental (Total Dental Administrators)	1/1/12 – 12/31/12	1/1/13- 12/31/13	1/1/14- 12/31/14	1/1/15- 6/30/2015
Employee Only	\$ 9.76	\$ 9.95	\$ 10.15	\$ 10.96
Employee + One Dependent	\$ 20.37	\$ 21.08	\$ 21.50	\$ 23.22
Employee + Family	\$ 26.27	\$ 27.24	\$ 27.78	\$ 30.00

Optional Term Life (Rates Per \$1,000)	1/1/2012 through 6/30/2017
	Employee/Spouse
0-25	\$0.063
25-29	\$0.072
30-34	\$0.099
35-39	\$0.108
40-44	\$0.126
45-49	\$0.180
50-54	\$0.279
55-59	\$0.522
60-64	\$0.800
65-69	\$1.500
70-74	\$2.230
75+	\$4.030
Child(ren)	\$0.450

Eligibility

All active full-time employees employed by Yuma County who are regularly scheduled to work at least 30 hours per week.

Children up to age 26 are eligible to participate. Domestic partners and the domestic partner's tax qualified dependent children may participate in dental plans. Domestic partner's tax qualified dependent children can only participate in the benefit(s) in which the domestic partner also participates.

Contributions

The County contributes 100% of the cost of the Basic Life, AD&D program.

Employees pay the full cost of the Optional Term Life insurance for themselves and their participating dependents. Employees also pay the full cost of the Voluntary Dental programs.

Plan Design & Benefit Change History

This section provides a brief description of the current benefits that are part of this RFP. A detailed description of benefits, including exclusion and limitations, is included in the Attachments. Both the Basic and Optional Life contracts include Waiver of Premium.

Basic Life and AD&D

The Client provides Basic Term Life and Accidental Death and Dismemberment (AD&D) insurance for employees at no cost. The death benefit is one (1) times Basic Yearly Earnings or \$50,000. The full amount of AD&D insurance is the lesser of one times Basic Yearly Earnings or \$50,000.

Coverage terminates upon termination of employment or retirement, although conversion/portability options are available.

Premiums are payable on a self-administered basis.

Optional Term Life Insurance for Employee and Spouse

The Client also sponsors the following Optional Term Life Insurance benefits so employees may purchase optional term life insurance for themselves, their spouse, and/or their child(ren).

- **Employee Optional Term Life Insurance**

Employees may elect up to \$250,000 of optional life insurance without answering any health questions. They may choose coverage in increments of \$10,000, up to \$250,000 not to exceed the five (5) times the employee's Basic Yearly Earnings, rounded up to the nearest \$10,000 increment. All applications for new coverage more than 31 days after the initial eligibility date or any increase to existing optional coverage not due to salary, job or class changes will require the Evidence of Insurability (EOI) form to be completed.

Coverage reduces beginning at age 65 as reflected in the policy that is included in the Attachments.

- **Spouse Optional Term Life Insurance**

An employee that purchases optional life insurance may buy coverage for their spouse in increments of \$5,000, up to \$50,000, limited to the amount of the employee's optional life insurance.

The guarantee issue for employee's spouse coverage is \$20,000.

- **Child Optional Term Life Insurance**

An employee that purchases optional life insurance may also buy coverage for their eligible children in increments of \$2,500, up to a maximum of \$10,000.

Short Term Disability

Currently the County offers two STD plans. They are entirely employee paid and are written as individual policies that have the premiums payroll deducted by the County. There are presently 47 employees on the AFLAC plan and 85 on the Colonial Life plan. Plan details are not available for review.

Presently the County does not have an employer paid disability program. They would like to implement an Employer Paid program with a 90 day waiting period/90 day benefit period and a voluntary program to provide coverage during the employer paid waiting period.

DPPO Dental

The table below is a representative list of covered services for **Delta Dental** PPO benefits. Non-network services are reimbursed at the 51st% percentile of UCR. Plan changes in the last three years are as follows:

Effective 01/01/2011

Moved to the Delta Dental PPO Plus Premier Network

Allowed members to have dual PPO coverage with both DDAZ and UCCI

Changed CYM from \$1500 to \$2500

Changed Ortho Lifetime Maximum \$750 to \$1000

Effective 01/01/2014

Changed plan year from January-December to July-June each year

Changed dependent and student dependent age from 19/23 to 26/26

Effective 07/01/2014

Changed from a Calendar Year (January-December) to a Plan Year (July-June) for their plan year maximums

Benefit Category	Plan Pays	
	In-Network*	Non-Network
Class I – Preventive Services (does not apply toward annual maximum)	100%	100%
Class II – Basic Services	80%	80%
Class III – Major Services (waiting period 6 months)	50%	50%

Benefit Category	Plan Pays	
	In-Network*	Non-Network
Orthodontics (children ages 8 – 19, waiting period 12 months)	50%	50%
Maximums (per covered person) 7/1 - 6/30		
Annual Maximum (Class II and III) (combination of in and out-of-network)	\$2,500	\$2,500
Lifetime Orthodontic Maximum (combination of in and out-of-network)	\$1,000	\$1,000
Contract Program Deductible (per person/per family) 7/1-6/30 (combination of in and out-of-network)	\$50/\$150 Class II and III only	\$50/\$150 Class II and III

*for the purpose of this illustration, In-Network refers to Delta PPO or Delta Premier Network Dentists, Non-network are non-Delta Dental dentists.

The table below is a representative list of covered services for **United Concordia** PPO benefits. Non-network services are reimbursable at the 90% percentile of UCR. Plan changes in the past three years are as follows:

1/1/12 - increased the maximum benefit to \$2,500 from \$1,500

1/1/14 - added the Smile for Health Wellness program

7/1/14 - changed to physical year renewal but benefits are still calendar year

Benefit Category	Plan Pays	
	In-Network	Non-Network
Class I – Diagnostic/Preventive Services (does not apply toward annual maximum)	100%	80%
Class II – Basic Services	80%	60%
Class III – Major Services (waiting period 6 months)	50%	40%
Orthodontics (children to age 19, waiting period 12 months)	50%	50%
Maximums (per covered person) 7/1 - 6/30		
Annual Maximum (Class II and III) (combination of in and out-of-network)	\$2,500	\$2,500
Lifetime Orthodontic Maximum (combination of in and out-of-network)	\$1,000	\$1,000
Contract Program Deductible (per person/per family) 7/1-6/30 (combination of in and out-of-network)	\$50/\$150 Class II and III only	\$50/\$150 Class II and III

DHMO Dental

A complete schedule of copays is in the Total Dental Administrators A500S Group Dental Plan booklet that is included in the Attachments.

Commissions

Standard commissions of 10% should be included in the quoted rates or fees and disclosed on the price sheet.

Requested Funding, Plan Design and Other Considerations

- The funding should be fully insured, non-dividend eligible.
- Plan design should match the current plans with clearly detailed differences where you cannot duplicate benefit levels or exclusions and limitations clearly identified on the Deviations Form. DHMO should match as close as possible the current schedule.
- Dental premium rates should be quoted on a three-tier basis (EE, EE+1 and EE+Family) and with a rate tier ratio of 1.0, 1.9, 2.8.
- Multi-year rates or rate caps will be given greater consideration (more for multi-year than for rate caps) but in no event should rates be guaranteed for less than 12 months. First year rates must be firm. Second year rates (if quoting multi-year or caps) can have reasonable caveats included (i.e. enrollment +/- 15%) if needed. No change in employment, employer contributions or current enrollment is anticipated.
- All lines of coverage in your proposal must be priced as self-supporting. The Client may award to multiple vendors if it finds this to be in the best interest of the Client. If your firm is able to provide discounts for the award of multiple coverages, please indicate in the comments section of the Premium Rate Quotation exhibit.
- Performance guarantees should be included in your proposal as requested.

Census

A census file has not been included. This document and any other attachments that contain HIPAA sensitive data will be provided to vendors after completion and submission of the Confidentiality Agreement contained as Exhibit 4 in this RFP. Please email the completed and signed agreement to Jeanna Carlton at jcarlton@segalco.com . The documents will then be sent file via secure email to the requesting vendor.

Section 2 - PROPOSAL INSTRUCTIONS

Please note these instructions are to be read and followed by any bidder and/or contracted vendor and that failure to follow these instructions may result in rejection of a proposal offer for non-responsiveness or cancellation of contract if already awarded.

General Proposal Conditions

1. **Award or Rejection:** Any award will be made to that bidder whose proposals are deemed to be in the best interest of Yuma County. Yuma County reserves the right to reject any or all proposals. Proposals will not be returned.
2. **Intent to Propose:** Any bidder who receives a copy of the specifications is requested to complete and return the Intent to Propose Form at the end of this section.
3. **Costs for Proposal Preparation:** All costs incurred by bidders in preparing and submitting proposals are the bidders' sole responsibility.
4. **Standard 10% commissions** are to be included and all proposals must be submitted directly from the contracting company, without any intermediary.
5. **Time for Acceptance:** The bidder agrees to be bound by its proposal for a period of at least 240 days, during which time Yuma County and/or Segal may request clarification or correction of the proposal for the purpose of evaluation. Amendments or clarifications shall not affect the remainder of the proposal, but only the portion so amended or clarified. .
6. **Eligibility Rules:** The bidder agrees to the specified eligibility rules established by Yuma County for covered parties.
7. **General Compliance:** All bidder services must adhere to relevant federal and state laws and regulations.
8. **HIPAA Compliance:** All bidder systems and services must be in compliance with the HIPAA EDI, Privacy, and Security regulations on the appropriate dates established by the Department of Health & Human Services.
9. **Oral Explanations:** Yuma County will not be bound by oral explanations or instructions given during the competitive process or after the award of the contract.
10. **Exceptions:** Any exceptions to terms, conditions, or other requirements in any part of these specifications must be clearly and fully documented in the appropriate section of the proposal. Otherwise, it will be considered that all items offered are in strict compliance with the specifications.
11. **Bidder's Representative:** The proposal must be signed by a legal representative of the proposing firm, who is authorized to bind the firm to a contract in the event of the award. All rates, fees, and terms presented will be considered legally binding.
12. **Rights to Claims Data:** All claims data is the property of the plan and must be returned upon request.

13. **Right to Audit:** All bidders agree to extend to the plan the right to two on-site audits annually at no charge to Yuma County.
14. **Contract Terms and Conditions:** The contract between each individual Participating Member and a contractor will follow the format specified by Yuma County. However, Yuma County reserves the right to negotiate with a successful bidder provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful bidder's proposal will be incorporated into and become part of the contract.
15. **Full Disclosure:** The bidders must fully disclose any and all sub-contracted work and off-shoring (e.g. Member services, Call Centers, etc.)
16. **Subsequent Employment:** The County may cancel this contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract, on behalf of the County is or becomes, at any time while the contract or any extension of the contract is in effect, an employee of, or a contractor to any other party to this contract with respect to the subject matter of the contract. Such cancellation shall be effective when written notice from the Clerk of the Board is received by the parties to this contract, unless the notice specifies a later time.
17. **Legal Arizona Workers Act Compliance:** To the extent applicable under A.R.S. § 41-4401, the Contractor, and any of its subcontractors, warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A).
18. **Governing Law:** The validity, construction, effect, and enforcement of the Contract and the obligations, rights and remedies of the parties there under shall be governed by the laws of the State of Arizona. The venue shall be solely the appropriate state court in Yuma County.

Should a bidder object to any of Yuma County's terms and conditions, as contained in this Section, that bidder must propose specific alternative language.

Bidders must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

All proposals submitted must adhere to these conditions, unless otherwise noted in the proposal. Failure to meet any Yuma County terms or conditions may result in disqualification of the proposal. This RFP and your responses, as well as RFP Addendums, will become part of the conformed contract with Yuma County.

General Proposal Requirements

In order for your proposal to be considered and accepted, your organization must provide answers to the questions presented in this RFP. Each question must be answered specifically and in detail. Reference should not be made to a prior response, or to your contract, unless the question involved specifically provides such an option. Be sure to review this entire RFP before responding to any of the questions, so that you have a complete understanding of all of Yuma County's requirements with respect to the proposal.

Where you desire to provide additional information to assist the reader in more fully understanding a response, refer the reader of your RFP response to your appendix/attachments. However, direct responses to all of RFP questions must be provided and will be looked upon favorably.

Vendor will be held accountable for accuracy/validity of all answers.

If your proposal is different in any way (whether more or less favorable) from that indicated in this RFP, clearly indicate where and explain the difference. If you do not, the submission of your proposal will be deemed a certification that you will comply in every respect (including, but not limited to, coverage provided, funding method requested, benefit exclusions and limitations, underwriting provisions, etc.) with the requirements set forth in this RFP.

If you are unable to perform any required service, indicate clearly: a) what you are currently unable to do, and, b) what steps will be taken (if any) to meet the requirement, the timetable for that process and who will be responsible for the implementation, along with that person's qualifications.

All products should be priced individually. If pricing terms are provided for combining services, show the pricing terms as a separate line item.

Fee Quotation Form: When displaying your proposed fees, the Fee Quotation Form included in the RFP must be used. Footnotes to the form(s) may be used to provide supplemental explanations, if necessary.

Network Disruption: A network disruption analysis is necessary in order to award a final contract. The lack of disruption from the current network will be a major factor affecting the outcome of this proposing process. In order to be considered, your company must provide data regarding your providers.

Minimum Contractual Requirements: The Minimum Contractual Requirement section will become part of the actual contract document. Agreement to terms and language in this section will be a critical factor in vendor evaluation and selection and an authorized binding signature will be required.

Segal Contacts: Do not contact Yuma County or any of the Participating Members directly regarding this RFP. Please direct any questions that you have to Jeanna Carlton (jcarlton@segalco.com).

Bidder questions: All questions are to be emailed to Jeanna Carlton (jcarlton@segalco.com). Please submit your RFP related questions via email to Segal by the noon, **12:00 p.m. Arizona time, Thursday, February 26, 2015**. Answers to all questions accumulated will be sent to all bidding vendors on or before March 2, 2015. No Bidder's Conference will be held.

Additional Instructions to Offerors

1. Preparation of Proposal – All proposals shall be provided in the requested format and include required forms as provided in the Request for Proposal.
2. The offer and contract award document shall be submitted with an original ink signature by the person authorized to sign the offer.
3. Period of time stated as the number of days shall be defined as calendar days.
4. It is the responsibility of the offerors to examine the entire Request for Proposal package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a proposal confers no right of withdrawal after proposal due date and time.
5. Late proposals will not be considered. Should a late proposal arrive the bidder will be notified.
6. (A) Unless the Offerors states otherwise, the County reserves the right to award by line item, group of line items or as a total, whichever is deemed most advantageous to the County. (B) Notwithstanding any other provision of this Request for Proposal, the County expressly reserves the right to: (1) Waive any immaterial defect or informality; or (2) Reject any or all proposals or portions thereof; or (3) Reissue a Request for Proposal. (C) Yuma County reserves the right to negotiate a best and final offer from one or more bidders.

Submission Requirements

All of the following information must be included with your proposal submission:

- **Cover Letter/Executive Summary** – All exceptions to this RFP should be clearly delineated in your cover letter, executive summary, and listed on Exhibit 8 Deviations (Deviations from Specifications) ;
- **Questionnaire** – The questionnaire (Exhibit 10) in Section 4 must be completed in its entirety to be considered as a finalist;
- **Offeror's Statement & Acceptance Form** – Please sign the offer statement included in Section 7 of this Request for Proposal;
- **Rates** – Proposed fees have a minimum 12 months guarantee.
- **Proposals** – Proposal submissions should be in hard copy (one original and five copies). In addition, Offeror's must submit one electronic copy of the proposal – CD or Flash Drive in native Word or Excel format as applicable.

Evaluation Criteria

Proposal elements will be reviewed and evaluated for completeness and responsiveness according to Yuma County standards and selection criteria. Proposals will be deemed responsive only if the Vendor responds to and meets all of the requirements of this RFP.

Yuma County reserves the right to award all or part of this project, and to waive any technical irregularities or omissions, or to cancel this RFP and solicit new proposals if, in Yuma County's sole judgment, the best interests of Yuma County will be served.

The selection committee will evaluate each proposal considering the following criteria in no particular order of importance:

- Administrative, Member, Account Service Capabilities (that are not limited to services already included) and Flexibility
- Overall Costs to Yuma County and its members
- Organizations Strength and Stability
- Strength of Provider Network

TIMETABLE

Below is a preliminary timetable of major events during this RFP process:

Action/Event	Target Date
RFP Release Date	February 23, 2015
Vendor Questions Due	February 26, 2015
Response to Vendor Questions	March 2, 2015
Intent to Propose form Due	March 2, 2015
RFP Responses Due	March 5, 2015
Effective Date	July 1, 2015




To avoid elimination from the RFP process, all proposals must be returned in the format and dates outlined in the Proposal Instructions.

Section 3 - SCOPE OF SERVICES

PROJECT SCOPE

It is the intention of the County to continue to offer the current plan designs for the July 1, 2015 through June 30, 2016 plan year. In addition,

The County is seeking proposals for the following services:

-  **Fully-Insured Basic Life, AD&D and Optional Life**
-  **Fully-Insured Short Term Disability**
-  **Fully Insured Dental (DHMO and PPO)**

Vendors may choose to submit a proposal for the Basic Life, AD&D and Optional Life only, the Short Term Disability only, one of the dental plans, or any combination.

In each of these lines of coverage, the County wants you to match the current plan designs as closely as possible.

Fully Insured Basic Life and AD&D, Optional Life, Short Term Disability and Dental Insurance

The following components should be included in your response to this section of the RFP:

1. **ACCOUNT MANAGEMENT**
 - Provide a designated Account Manager and Account Management Team
2. **CUSTOMER SERVICE**
 - Provide a designated call and claim unit with toll free telephone access.
 - Provide customer service to answer inquiries on claims, eligibility, provider network, services, coverage, or other inquiries from participants Monday through Friday from 8:00 AM to 6:00 PM (AZ time)
3. **OPEN ENROLLMENT SUPPORT**
 - Attend Annual Open Enrollment Meetings in Yuma, Arizona during normal business hours
4. **COMMUNICATION/EDUCATION SUPPORT**
 - Provide bilingual communication/educational materials
5. **BOOKLETS AND IDENTIFICATION CARDS**
 - Provide Summary Plan Descriptions and mail to employees' homes (standard stock)
 - Coordinate and mail ID cards to participants' homes, if applicable.

6. CLAIMS ADMINISTRATION

- Provide claims forms
- Receive claims and process payments of benefits in accordance with the plan designs for all claims incurred
- Correspond with participants and providers if additional information is necessary to complete the processing of claims
- Determine benefits payable under the Plan, pursuant to the terms and conditions of the County's Benefit Plan booklets
- Coordinate benefits payable under the Plan and with other benefit plans, if applicable
- Provide notice to the Participants regarding the reason(s) for denial of benefits (which are denied) and provide for the review of such denied claims
- Provide notice to Participants in the form of an explanation of benefits for claims transactions
- Provide eligibility services, including, but not limited to, tracking and determination of disability for adult children approaching and over age 26
- Provide W2 and 1099 forms, if needed
- Perform Recovery of Payments of \$25 or more
- Administer a Fraud and Abuse Detection Program

7. ELIGIBILITY/ENROLLMENT ADMINISTRATION/NOTICES

- Administer eligibility based on the County's eligibility criteria

8. REPORTING REQUIREMENTS

Provide timely management reports or internet access to monitor financial and service level performance. Such reports must include the following information, as applicable based on type of coverage being provided:

LIFE INSURANCE/AD&D

Annually

- Enrollment, premiums, volume by coverage
- Detailed paid claims and premium waivers by coverage (Basic, Optional, etc.)

DENTAL PPO

Monthly

- Enrollment (subscriber/member) by coverage tier and status (active/COBRA)
- Premiums paid
- Claims paid by status (active/COBRA) and in-network vs out-of-network.

Annually

- Utilization Report
- Lag Report

DENTAL HMO

Annually

- Enrollment and Premiums Paid
- Utilization Report

DISABILITY

Annually

- Enrollment and Premiums Paid
- Detailed Paid Claims by coverage
- Utilization Report/consultative analytics

9. SECURED INTERNET ACCESS

- Access to Enrollment/Eligibility Administration Portal for Employer
- Access to Claims Administration Portal for Employee to track dental history, estimate dental costs, compare dental service providers for quality and price, search for providers and print/request personal ID cards
- Employer and/or Designated Consultant access to Claims Data Reporting Portal

Section 4 – REQUIRED FORMS

Exhibit 1 Scope Services

Scope of Services	Included
Vendor Name:	
Account Management	
<ul style="list-style-type: none"> Provide a designated Account Manager and Account Management Team 	
Customer Service	
<ul style="list-style-type: none"> Provide a designated call and claim unit with toll free telephone access. 	
<ul style="list-style-type: none"> Provide customer service to answer inquiries on claims, eligibility, provider network, services, coverage, or other inquiries from participants Monday through Friday from 8:00 AM to 6:00 PM (AZ time) 	
Open Enrollment Support	
<ul style="list-style-type: none"> Attend Annual Open Enrollment Meetings in Yuma, Arizona during normal business hours 	
Communication/Education Support	
<ul style="list-style-type: none"> Provide bilingual communication/educational materials 	
Booklets and Identification Cards	
<ul style="list-style-type: none"> Provide Summary Plan Descriptions and mail to employees' homes (standard stock) 	
<ul style="list-style-type: none"> Coordinate and mail ID cards to participants' homes, if applicable. 	
Claims Administration	
<ul style="list-style-type: none"> Provide claims forms 	
<ul style="list-style-type: none"> Receive claims and process payments of benefits in accordance with the plan designs for all claims incurred 	
<ul style="list-style-type: none"> Correspond with participants and providers if additional information is necessary to complete the processing of claims 	
<ul style="list-style-type: none"> Determine benefits payable under the Plan, pursuant to the terms and conditions of the County's Benefit Plan booklets 	
<ul style="list-style-type: none"> Coordinate benefits payable under the Plan and with other benefit plans, if applicable 	
<ul style="list-style-type: none"> Provide notice to the Participants regarding the reason(s) for denial of benefits (which are denied) and provide for the review of such denied claims 	
<ul style="list-style-type: none"> Provide notice to Participants in the form of an explanation of benefits for claims transactions 	
<ul style="list-style-type: none"> Provide eligibility services, including, but not limited to, tracking and determination of disability for adult children approaching and over age 26 	

Scope of Services	Included
Vendor Name:	
• Provide W2 and 1099 forms, if needed	
• Perform Recovery of Payments of \$25 or more	
• Administer a Fraud and Abuse Detection Program	
Eligibility/Enrollment Administration/Notices	
• Administer eligibility based on the County's eligibility criteria	
Reporting Requirements	
• Provide timely management reports or internet access to monitor financial and service level performance. Such reports must include the following information, as applicable based on type of coverage being provided:	
Life Insurance/AD&D	
Annually	
• Enrollment, premiums, volume by coverage	
• Detailed paid claims and premium waivers by coverage (Basic, Optional, etc.)	
Dental PPO	
Monthly	
• Enrollment (subscriber/member) by coverage tier and status (active/COBRA)	
• Premiums paid	
• Claims paid by status (active/COBRA) and in-network vs. out-of-network	
Annually	
• Utilization Report	
• Lag Report	
Dental HMO	
Annually	
• Enrollment and Premiums Paid	
• Utilization Report	

Scope of Services	Included
Vendor Name:	
Disability	
Annually	
<ul style="list-style-type: none"> Enrollment and premiums Paid 	
<ul style="list-style-type: none"> Detailed Paid Claims by coverage 	
<ul style="list-style-type: none"> Utilization Report/consultative analytics 	
Secured Internet Access	
<ul style="list-style-type: none"> Access to Enrollment/Eligibility Administration Portal for Employer 	
<ul style="list-style-type: none"> Access to Claims Administration Portal for Employee to track dental history, estimate dental costs, compare dental service providers for quality and price, search for providers and print/request personal ID cards 	
<ul style="list-style-type: none"> Employer and/or Designated Consultant access to Claims Data Reporting Portal 	
COMMENTS (for use in providing additional comments/caveats to any section of the Scope of Services)	

Exhibit 2 INTENT TO PROPOSE

Due Date: March 2, 2015

Email: jcarlton@segalco.com

Attn: Jeanna Carlton

RE: Yuma County
Request for Proposal #HRB2015001

We are in receipt of the above referenced RFP and will/will not be quoting the following service:

Services	Respond (mark x if you will submit a proposal)	Decline (mark x if you will NOT submit a proposal)	Reason for Decline
Fully-Insured PPO Dental Plan			
Fully Insured HMO Dental Plan			
Fully Insured Basic Life and AD&D			
Fully Insured Optional Life			
Fully Insured Short Term Disability			

Name of Company

Address

Phone Number

Email Address

Signature

Exhibit 3

NON-DISCLOSURE STATEMENT

Re: Yuma County RFP #HRB2015001 for Group Life/AD&D Insurance, PPO Dental, DHMO Dental, Employer Paid Short Term Disability, Voluntary Short Term Disability

The Undersigned, in the course of performing his or her administrative duties, shall have access to and may review proposal documents and related data (Documents) submitted in response to the aforementioned Request for Proposals (RFP). These Documents are made available to the Undersigned under the following conditions:

Aside from those persons already bound by any related Non-disclosure Statements (Statement), the Undersigned agrees to hold all Documents in confidence and shall not disclose the information contained within the Documents to any other persons.

The Undersigned shall destroy all documents provided by the County in reference to this RFP in a secure and compliant manner as directed by both HIPAA and HITECH Federal Legislation.

The Undersigned shall not communicate or by his or her actions allow the contents of the Documents to be communicated with any Offerors, their Sub-offerors or other persons not also holding a related Statement prior to contract award.

The Undersigned shall not utilize the provided information for any other purpose other than to respond to the abovementioned RFP (Request for Proposal).

The Undersigned further acknowledges that the Arizona Procurement Code provides civil and potentially criminal penalties for the violation of these requirements.

The Undersigned has read and understands the above and agrees to be bound by the rules and principles represented herein and in accordance with the provisions of the Arizona Procurement Code.

The Undersigned:

Signature

Representing (Agency or Company)

Name (print)

Date

Email address

Title

Phone

Completed Non-Disclosure Statements may be returned via email to: jcarlton@segalco.com

Exhibit 4
CONFIDENTIALITY AGREEMENT
To Be Used by Entities
Responding to the RFP Prepared by The Segal Company

Date: _____

Name: _____

Job Title: _____

Company Name: _____

Business Address: _____

This confidentiality agreement is between The Segal Group, Inc., the parent of The Segal Company, on behalf of The Segal Company operating subsidiaries, (hereafter "Segal") and _____, on behalf of itself and all of its subsidiaries and affiliates, (hereafter "Bidder") and is executed in connection with a bid that Bidder intends to submit to Segal in response to an RFP prepared by Segal on behalf of its Clients (each hereafter "Client.").

In order to prepare a responsive bid, Bidder needs to receive certain Client health plan information and data, including individually identifiable health information pertaining to Client health plan participants and beneficiaries, as well as other Segal Proprietary Information consisting of the RFP questionnaire/RFI specifications and any associated financial spreadsheets (collectively "Segal's Proprietary Information"). Segal and Bidder agree that the term "individually identifiable health information" refers to any health information that is not "de-identified," as defined in 45 C.F.R. Section 164.514(b)(2). In addition, in order to evaluate the bids submitted by Bidder, Segal and Client may need to receive certain proprietary information from Bidder including, but not limited to provider-specific network allowances or provider-specific reimbursement arrangements and Maximum allowable Cost ("MAC") list, including corresponding MAC pricing ("Bidder's Proprietary Information"). Segal's Proprietary Information and Bidder's Proprietary Information are collectively referred to as "Proprietary Information."

Segal and Bidder agree to provide the necessary Proprietary Information in connection with the RFP and the parties agree as follows:

1. Bidder will use Segal's Proprietary Information only for the purpose of preparing Bidder's bid/response to the RFP and subject to paragraph 5 of this Agreement. Segal will use Bidder's Proprietary Information only for the purpose of evaluating the bid/response submitted by Bidder and subject to paragraph 5 of this Agreement.
2. Bidder and Segal agree that only those individuals employed by Bidder or Segal (respectively) who have a need to know Proprietary Information to prepare the bid/response or evaluate the bid/response and have been made aware of the terms of this Agreement

and have agreed to abide by its terms will have access to Proprietary Information of the other party ("Bidder's Representatives" and "Segal's Representatives").

3. Neither Bidder nor any of its Representatives will disclose Segal's Proprietary Information to any person or entity outside of Bidder, unless such a disclosure is: (a) necessary to prepare the bid/response, Bidder obtains Segal's prior written consent to the disclosure, which consent shall not be unreasonably withheld, and the recipient first executes a confidentiality agreement with provisions substantially equivalent to this one; or (b) required by law. Neither Segal nor any of its Representatives will disclose Bidder's Proprietary Information to any person or entity outside of Segal (other than Client), unless such a disclosure is: (a) necessary to evaluate the bid/response, Segal obtains Bidder's prior written consent to the disclosure, which consent shall not be unreasonably withheld, and the recipient first executes a confidentiality agreement with provisions substantially equivalent to this one; or (b) required by law.
4. Bidder and Segal agree to use commercially reasonable efforts to maintain the security of the Proprietary Information of the other party.
5. Each party will return the other party's Proprietary Information to the other party or destroy it upon completion of the RFP process if such return or destruction is feasible, except that each party may retain an archival copy of the other party's Proprietary Information for its files, subject to its continued compliance with its obligations under this Agreement. If a party determines that return or destruction of some or all of the other party's Proprietary Information is not feasible, such party agrees to: (a) extend the protections of this Agreement to any retained information for as long as the party retains it; and (b) limit further uses or disclosures to those that make the return or destruction infeasible.
6. Each party will report to the other party any use and/or disclosure of the other party's Proprietary Information that is not permitted by this Agreement.
7. Each party shall regard and preserve as confidential all of the other party's Proprietary Information that has been or may be obtained by such party during the course of the RFP process, whether Bidder or Segal has such information in memory, or in writing or in other physical form. Neither party shall, without written authority from the other party, use for such party's benefit or purposes, either during the RFP process or thereafter, any Proprietary Information of the other party except as permitted herein.
8. With respect to the RFP and the Proprietary Information exchanged in connection therewith, the obligations assumed by the parties in this Agreement shall continue beyond completion of the RFP process.
9. Bidder shall and does hereby indemnify, defend and hold harmless Segal and their respective officers, directors, employees and shareholders from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorney fees and costs, that Segal may incur or suffer and that result from, or are related to, any breach or failure of Bidder and Bidder's Representatives to perform any of the representations, warranties and agreements contained in this Agreement that pertain to individually identifiable health information.
10. Bidder recognizes that any breach of the covenants contained in this Agreement would irreparably injure Segal. Accordingly, Segal may, in addition to pursuing its other remedies, seek an injunction from any court having jurisdiction of the matter restraining any further violation and no bond or other security shall be required in connection with such injunction.
11. If any of the provisions herein become invalid or are declared invalid, such determination of invalidity as to the clause(s) shall not affect the other provisions of this Agreement. If any provision of this Agreement should be held invalid or unenforceable, the remaining

provisions shall be unaffected by such a holding. If any provision is found inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances.

12. This Agreement shall be binding upon Segal and Bidder and their respective successors, assigns, heirs, executors and administrators.
13. This Agreement contains the entire understanding of the parties hereto and supersedes all previous communications, representations, or agreements, oral or written, with respect to the subject matter hereof. No failure to exercise nor any delays in exercising any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. Neither this Agreement nor any of its provisions may be amended, supplemented, changed, waived or rescinded except by a written instrument signed by the party against whom enforcement thereof is sought. No waiver of any right or remedy hereunder on any one occasion shall extend to any subsequent or other matter.
14. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made on and performed within the State of New York.

Intending to be legally bound, the Parties have executed this Agreement.

The Segal Group, Inc.		Bidder	
Signed:	_____	Signed:	_____
Print		Print	
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Exhibit 5
PRIOR AND PENDING LAWSUITS

Name of Company:

Signature:

Date: _____

Describe any pending or closed lawsuits against your organization in the past five (5) year

Authorized Signature

Firm Name

Date

Exhibit 6
FEES/RATES CERTIFICATION

The fees/rates charts (and any attached fee pages) have been checked and rechecked for accuracy and are now submitted to Yuma County on this _____ day of January, 2015.

Questions specifically related to these fees/rates should be addressed to:

Name: _____

Title: _____

Email address: _____

Telephone: _____

Authorized Signature

Firm Name

Date

Exhibit 7
CONFIDENTIAL/PROPRIETARY SUBMITTALS

Confidential/Proprietary Submittals (mark one):

_____ No confidential/proprietary materials have been included with this offer

_____ Confidential/Proprietary materials included. Offerors should identify below any portion of their offer deemed confidential or proprietary. Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the College representative prior to any public disclosure. Requests to deem the entire offer or price as confidential will not be considered.

Firm Name

Authorized Signature

Exhibit 8 DEVIATIONS

Directions: Indicate all areas where your proposal may differ from the requested services or contract and insurance language (Attachments A and B). In particular, clearly list all plan benefit features that you cannot administer with the current plan design or any contract or insurance deviations. Do not say “see proposal” or include your standard benefit summary and expect the College to determine where differences exist. Do not indicate that “your standard contractual provisions will apply beyond basic plan design features” without indicating differences. The College needs to thoroughly understand any differences you are proposing. If you do not have any deviations please mark N/A. If nothing is indicated on this form, then it will be assumed your proposed benefits match the current benefits exactly even if you include a benefit summary that states differently. Use additional pages as necessary.

Name of Company:

Signature:

Date:

DEVIATIONS FROM SPECIFICATIONS

1.

Exhibit 9 Vendor Information Form

Organization Name:	
Contact Person's Name	
Title	
Address	
City/State	
Phone Number	
E-mail Address	
Fax Number	

Please provide references for each type of coverage you are proposing:

References – FULLY INSURED DENTAL

CURRENT PUBLIC SECTOR REFERENCES				
Name	Contact Name	Phone Number and Client Location	Number of Members	Contract Start Date

RECENTLY TERMINATED PUBLIC SECTOR CLIENT REFERENCES				
Name	Contact Name	Phone Number	Termination Reason	Termination Date

Authorized Signature

References – FULLY INSURED LIFE AND AD&D

CURRENT PUBLIC SECTOR REFERENCES				
Name	Contact Name	Phone Number and Client Location	Number of Members	Contract Start Date

RECENTLY TERMINATED PUBLIC SECTOR CLIENT REFERENCES				
Name	Contact Name	Phone Number	Termination Reason	Termination Date

References – FULLY INSURED STD

CURRENT PUBLIC SECTOR REFERENCES				
Name	Contact Name	Phone Number and Client Location	Number of Members	Contract Start Date

RECENTLY TERMINATED PUBLIC SECTOR CLIENT REFERENCES				
Name	Contact Name	Phone Number	Termination Reason	Termination Date

Authorized Signature

Exhibit 10

QUESTIONNAIRE

Instructions to Vendors:

*****DO NOT ALTER THE QUESTIONS OR QUESTION NUMBERING***.**

- Provide answers to the questionnaires in MS Word format.
- **The questionnaire contains different types of formats: Yes or No (with and without narrative) and Narrative. For the Yes or No questions (without narrative), DO NOT provide narrative in your response, except to refer the reader to an appendix or location where additional information is provided, if necessary.**
- Provide an answer to each question even if the answer is “not applicable” or “unknown.”
- Answer the question as directly as possible.
 - If the questions asks “How many...” provide a number
 - If the question asks, “Do you...” indicate Yes or No **first**, followed by your additional narrative explanation.
- Lengthy responses may be truncated when displayed...to avoid this, be concise in your response. Use bullet points as appropriate. Reconsider how to word any response that exceeds 200 words in length so that the response contains the **most important points** you want displayed. Refer the reader to an appendix/attachment for further information.
- Where you desire to provide additional information to assist the reader in more fully understanding a response, refer the reader of your RFP response to your appendix/attachments.
- Vendor will be held accountable for accuracy/validity of all answers.
- RFP responses to the questionnaire will become part of the contract between the winning Vendor and the County.

NOTE: Answers to the questions must be provided in hard copy and MS Word format on CD or Flash Drive.

DO NOT PDF or otherwise protect the CD or Flash Drive.

- ✚ Complete this form and include it with your response.
- ✚ Indicate “yes” or “no” to your organization’s ability to meet the general requirements.
- ✚ Vendor will be held accountable for accuracy/validity of all answers.

GENERAL REQUIREMENTS – ALL VENDORS		YES	NO
1.	Contract has a length of one (1) year with the option to renew for four (4) additional one year periods?		
2.	Are your proposed fees and contract terms guaranteed for at least 120 days from the date your proposal is submitted?		
3.	Do you agree to provide notice of your renewal a minimum of 180 days in advance of the July 1 effective date?		
4.	Do you agree to include in your renewal package: any contract language changes requested, specific justification of rate/fee changes, current enrollment by rate class, additional options for consideration, and all underwriting caveats?		
5.	Are all rates guaranteed for a minimum of 12 months?		
6.	Premium rates quoted in your proposal are firm and will not be recalculated for the initial 12-month term?		
7.	Do you agree that your proposal is not contingent on acceptance of other coverage or services outside the Scope of this RFP?		
8.	Do you agree to accept the current participation level for the Optional Term Life Insurance?		
If you answered “No” to any of the questions above, please provide an explanation below:			
Requirement No.	Explanation		

HIPAA QUESTIONS	VENDOR RESPONSE
1. Do you agree that if you are provided any individually identifiable health information (IIHI) by this Client in order to price your Dental proposal, you are prohibited from using the IIHI for any purpose other than as required by law and further, agree to promptly destroy such IIHI if you are NOT the successful proposer?	
2. Do you agree to maintain compliance with HIPAA EDI, Privacy and Security for the duration of the contract period?	
3. Are you willing to sign a contract with this Client that indicates your firm will pay fines the Client may be assessed as a result of your firm's noncompliance with HIPAA EDI, Privacy and Security regulations?	

CONTRACTUAL – ALL VENDORS	Yes or No	Explain any “No” response
1. Termination Provisions: The Client may terminate the contract at any time by giving 30 days written notice. The successful bidder may only terminate the contract by giving notice 120 days in advance. The Client can terminate the contract without cause or financial penalty at any time during the duration of the contract.		
2. Upon the termination of the agreement with the Client, you will cooperate fully with the Client and/or its subsequent service provider in order to effect an orderly transition of services from your organization to a subsequent service provider, at no added fee		
3. Size Variance Provision: Any provisions, references, or guidelines relating to reevaluation of proposed fees due to variation in enrollment in the plan must not be less than 15% of the enrollment at the beginning of each plan year.		
4. Right to Audit: The County reserves the right to an independent audit by an auditor of their choice. Bidder agrees to not charge for any expense incurred by the bidder for time necessary to prepare claim files. The cost of the third party to audit will be the responsibility of the County.		
5. Subcontracting: List any services related to the Scope of Work of this RFP that you currently subcontract (or plan to subcontract for this contract) and the name of the vendor(s) to whom you subcontract.		
6. Do you agree that you will not assign or transfer the rights or obligations of the contract or any portion thereof, without the approval of the Client?		

CONTRACTUAL – ALL VENDORS	Yes or No	Explain any “No” response
7. Do you agree to maintain proper licensure as required by any state law where it relates to the services that you will be performing for the Client?		
8. Do you agree that the Client will determine eligibility for coverage?		
9. Do you agree that your contract includes an indemnification/hold harmless clause to protect the Client from negligence of your employees?		
10. Are there any rate discounts you will provide the County if you are awarded multiple lines of coverage (e.g., dental and short term disability, life/AD&D and dental, etc.)?		

GENERAL INFORMATION ALL VENDORS	VENDOR RESPONSE (If your response differs by line of coverage you are proposing, provide your response for each line)													
1. Provide the following information about your organization: <ul style="list-style-type: none"> a. What is your organization's complete name? b. When did your organization start providing services you are proposing? c. Address of the location that will service the Client's account d. Ownership of your firm e. Indicate the names of any states in which your firm lacks proper licensing in order to perform the services you are proposing. 														
2. What are the most recent ratings for your company by the following Standard and Poor's Fitch A.M. Best Moody's	<table border="1"> <thead> <tr> <th colspan="2">Month and Year of Rating</th> </tr> <tr> <th>Rating</th> <th>Date</th> </tr> </thead> <tbody> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> </tbody> </table>		Month and Year of Rating		Rating	Date								
Month and Year of Rating														
Rating	Date													
4. What is the minimum amount of implementation lead-time needed to initiate the proposed services?														
5. List any specific administrative procedures or information your firm will need from the Client in order to implement your services?														
6. Identify any services under any subsequent contract that may be awarded as part of this RFP that are currently or planned to be performed outside the borders of the United States.														
7. Do you agree to provide the Client a clear path (representative phone number or email, etc.) for employees to register complaints?														

CUSTOMER SERVICE OPERATIONS LIFE AND DISABILITY VENDORS	VENDOR RESPONSE (If your response differs by line of coverage you are proposing, provide your response for each line)
1. Will you provide a toll-free customer service number for claim and benefit inquiries?	
2. Are questions regarding provider billing, benefits, or member grievances covered by the same phone number? If not, please explain.	
3. What hours and days are live customer service representatives available (indicate using AZ time)?	
4. Are your customer service representatives located in the continental US?	
5. What alternative services do you provide? (i.e., Assistance for the hearing impaired, 24-hour toll-free automated benefits and eligibility, bilingual option, customer service accessible via the internet, etc.).	
6. Will the Client have online access to address additions, terminations, and status changes?	
7. Are plan participants able to access a web portal for: a. Status of claims? b. Benefit Brochure?	
8. Can the Client and their designated Consultant access eligibility and reporting through a secure website?	
9. What kind of reports can the Client retrieve online?	
10. What other kinds of information can the Client obtain through your website?	
11. Please provide a temporary login/password so the Client can evaluate your tools.	
12. How are billing discrepancies reconciled?	
13. What methods does your organization use to measure customer satisfaction?	
14. Provide a copy of your most recent customer satisfaction survey statistics.	

LIFE AND AD&D	VENDOR RESPONSE	
	BASIC LIFE/AD&D	OPTIONAL LIFE
1. Are you able to administer the current basic life and AD&D and optional life benefits? (If no, confirm you have completed the Deviations Exhibit contained in the RFP.)		
2. Does your policy include an accelerated death benefit and how much can be exercised upon terminal illness?		
3. a. Does your contract include a conversion option?		
b. What is your charge per thousand to the policyholder for life insurance conversions?		
4. May an individual whose insurance terminates convert all or part of the coverage without evidence of insurability?		
5. Does your proposal include a portability feature?		
6. What benefit limits or underwriting restrictions are place on the portability option?		
7. How do the rates for terminated employees who port coverage compared to active employees?		
8. If the master contract terminates, do you continue to provide coverage to terminated employees who ported coverage under your contract?		
9. Does your organization have the ability to administer the portability and conversion recordkeeping?		

CUSTOMER SERVICE OPERATIONS LIFE AND DISABILITY VENDORS	VENDOR RESPONSE (If your response differs by line of coverage you are proposing, provide your response for each line)	
10. a. Do you agree to provide the same coverage for currently insured individuals without requiring evidence of insurability?		
b. If not, what amount of coverage can be provided without evidence of insurability?		
11. Does your policy include a waiver of premium provision?		
12. Does your contract provide terminal liability for waiver of premium claims upon termination of your master contract?		
13. a. Does your contract include a waiting period for waiver of Premium?		
b. If so, how long is the waiting period?		
14. If you have a waiting period for waiver of premium and an employee is subsequently approved, are premiums waived back to the initial date of disability or only from the approval date of the waiver?		
15. If an employee is approved for waiver of premium, are dependent life premiums waived also?		
16. When, if ever, does your Waiver of Premium provision terminate?		
17. What is your definition of Total Disability?		

CUSTOMER SERVICE OPERATIONS LIFE AND DISABILITY VENDORS	VENDOR RESPONSE (If your response differs by line of coverage you are proposing, provide your response for each line)	
18. a. At the first renewal (depending on how long you guarantee rates), how much credibility would be applied to the County's specific experience if enrollment remains as provided on the census?		
b. How much would this change by at the subsequent renewal?		
19. a. How are waiver of premium claims reserved (percent of premium or claims)?		
b. What percentage is used?		
20. Do you agree to provide your underwriting analysis as back up for any future renewals?		
21. What retention percent was used in your rate development?		
22. Do you agree to annually provide monthly paid premium, paid claims, enrollment, insurance volumes, and premium waiver claims by benefit (Basic Life, Optional Life, etc.)?		
23. Upon takeover, describe how you would handle employees who are not actively at work due to:		
a. Vacation or approved leave of absence		
b. Illness or sickness but not disabled		
c. Disabled but does not meet the waiver elimination period for the prior carrier		

OPTIONAL LIFE	VENDOR RESPONSE
1. Does your proposal require that an employee elect employee optional life before electing to cover their dependents (i.e., spouse only coverage)?	
2. What minimum participation requirement would be reflected in your contract?	
3. What happens if the minimum participation falls below the level stated in the contract (re-rate, termination)?	
4. How much can participation vary before you would require a re-rate?	
5. What participation requirements are assumed in your proposal given what has been provided in the census?	
6. a. How is the County notified when a participant needs evidence of insurability? b. How is the County notified of a participant's approval or denial? c. Are the costs for evidence of insurability health exams included in your rates?	
7. At what point in the year is the County required to change the premium for participants who move into a new age bracket? (i.e., January 1, the renewal date, monthly)?	
8. What additional services, if any, are included in your optional Life contract (e.g., funeral planning, concierge services, EAP, etc.)	

SHORT TERM DISABILITY (STD)	VENDOR RESPONSE
1. Are you able to administer the requested short-term disability benefits as shown in Exhibit 13d and 13e? (If no, confirm you have completed the Deviations Exhibit contained in the RFP.)	
2. Is your proposal for STD contingent on being awarded BOTH the employer paid and the voluntary plan or are you bidding them separately?	
3. What is your definition of disability?	
4. a. Does your company's contract include integration with any other benefit not listed in the current contract?	
b. If yes, outline those integration provisions.	
5. a. Does your STD contract contain any exclusion for alcoholism, psychiatric treatment, or drug abuse?	
b. If yes, outline the specific alcoholism, psychiatric treatment, or drug abuse exclusions that apply.	
6. How often will you verify the disability status of a claimant?	
7. How do you verify if an individual qualifies for disability payments?	
8. How do you handle a case where the participant no longer meets the definition of disability?	
9. Does your policy have any restrictions for pre-existing conditions?	
10. Are there active-at-work provisions in your policy?	
11. What retention percent was assumed in the development of your rate?	
12. Based on the most recent 6 months, indicate the average number of calendar days to process a clean claim from date received to date the first check is issued to the employee.	

SHORT TERM DISABILITY (STD)	VENDOR RESPONSE
<p>13. Do you pay the employer FICA taxes and send out the W-2 forms?</p> <p>a. If yes, is the payment of the taxes and preparation of W-2 forms included in your rates?</p> <p>b. If not, how much additional would the rates increase to include you paying the employer FICA taxes and preparing the W-2s?</p>	
14. Explain how you would assess disability duration and identify return-to-work opportunities.	
15. Describe the vocational and general rehabilitation services that you provide.	
16. Do you offer assistance (initial and appeal) in applying for Social Security benefits?	
17. How often and in what manner does your organization communicate with the disabled's physician?	
18. Can the County and their designated Consultant access eligibility and reporting through a secure website?	
19. What type of reports can be retrieved online?	
20. Are employees able to access a web portal to check on the status of their claim?	

CUSTOMER SERVICE OPERATIONS DENTAL	VENDOR RESPONSE (If your response differs by type (PPO/DHMO) of coverage you are proposing, provide your response for each line)
1. Will you provide a toll-free customer service number for claim and benefit inquiries?	
2. Are questions regarding provider billing, benefits, or member grievances covered by the same phone number? If not, please explain.	
3. What hours and days are live customer service representatives available (indicate using AZ time)?	
4. Are your customer service representatives located in the continental US?	
5. What alternative services do you provide? (i.e., Assistance for the hearing impaired, 24-hour toll-free automated benefits and eligibility, bilingual option, customer service accessible via the internet, etc.).	
6. Will the Client have online access to address additions, terminations, and status changes?	
7. Are plan participants able to access a web portal for: a. Status of claims? b. Benefit brochure? c. ID cards? d. Cost estimator of common services e. Cost of services by a specific provider f. Network Provider Quality g. Deductible/benefit maximum accumulator	
8. Can the Client and their designated Consultant access eligibility and reporting through a secure website?	
9. What kind of reports can the Client retrieve online?	
10. What other kinds of information can the Client obtain through your website?	
11. Please provide a temporary login/password so the Client can evaluate your tools.	
12. How are billing discrepancies reconciled?	
13. How do your providers recognize a patient as a participant in your program – voucher, ID card, electronic connection to your eligibility database, etc.? Please explain.	

DENTAL BILLING PROCESS	VENDOR RESPONSE (If your response differs by type (PPO/DHMO) of coverage you are proposing, provide your response for each line)
1. When is premium due and when is it considered delinquent?	
2. How do you handle reconciliation of billing and enrollment issues?	
3. How often would you audit the Client for eligibility discrepancies?	
4. The Client would prefer at a minimum-current month plus 60 days for retroactive terminations. What is your timeframe allowed for retroactive terminations? Is this negotiable?	

DENTAL NETWORK (PPO/DHMO)	VENDOR RESPONSE (If your response differs by type (PPO/DHMO) of coverage you are proposing, provide your response for each line)
1. Do you wholly own and operate the network you are proposing for the County?	
2. Indicate the marketing name of the network you are proposing.	
3. Please provide Geo Access reports the following access standards: <u>Provide results for the specific population enrolled in each product (DPPO vs DHMO) AND additionally base on the entire population.</u> Your results must be based on the dental census provided. Do not exclude any locations or classes of employees. Reports should reflect city, state, zip code, and number of unique dental providers by zip, number of employees with desired access (as defined below) for each category AND locations (Zip Code and County) where access standards are not met including the number of employees without desired access.	
a. General Dentists: Access criteria: 2 providers within 10 miles of home zip code	
b. Specialists (excluding orthodontists): Access criteria: 2 providers within 10 miles of home zip code	
c. Orthodontists: Access criteria: 2 providers within 15 miles of home zip code	

DENTAL NETWORK (PPO/DHMO)	VENDOR RESPONSE (If your response differs by type (PPO/DHMO) of coverage you are proposing, provide your response for each line)
<p>4. Provide electronic copies of your proposed PPO and DHMO Yuma County network providers in Microsoft Excel format. Fields should include the following:</p> <ul style="list-style-type: none"> • Provider last name (Please do not put generation indicator i.e. Jr. III...or designation such as DDS or DMD in this field) • Provider first name (Please do not combine first and last names in the same field) • Provider Tax identification number • Provider Street address (Only include physical locations not billing addresses such as P.O. Box) • Provider City • Provider State • 5-digit zip code (Some zips start with 0. Please don't use number format which deletes the 0) 	
<p>5. Provide the number of network providers that were terminated in the County's service area during the past 12 months:</p> <p>a. By your organization</p> <p>b. By the provider</p>	
<p>6. How does your organization measure the quality of care provided by the providers in your network?</p>	
<p>7. Do network providers pay a membership fee to your organization?</p>	

DENTAL PPO BENEFIT ADMINISTRATION	VENDOR RESPONSE
1. a. Does your proposed plan include any exclusions or limitations that are more restrictive than the current plan? b. Does your proposed plan include any services that are paid in a different benefit class than the existing plan design? c. Does your proposal include any pre-existing condition limitations? d. If yes to 'a', 'b', or 'c' above, identify any differences in the Deviations Exhibit #7. Do not merely refer the reader to your proposal but specifically detail in the exhibit.	
2. Describe how treatment in progress (at initial takeover) will be covered. How will orthodontic claims be adjudicated? What portion of claim expenses will be honored?	
3. Describe how treatment in progress will be covered if your plan is terminated during an episode of treatment. What services (i.e., root canal, crowns, etc.) are covered and for what amounts?	
4. Describe any missing tooth limits your plan may have for new participants.	
5. Describe how you would handle a late entrant.	
6. Are medications covered under the dental plan?	
7. Are implants covered under the dental plan and in your quoted rates? If not, please provide the cost for adding this benefit in the Financial Workbook PPO Dental Rates Exhibit 13D.	
8. a. How does your plan handle a resin composite filling on teeth that traditionally would be treated with an amalgam? b. Is this benefit included in your quoted rates? If not, please provide the cost for adding this benefit in the Financial Workbook PPO Dental Rates Exhibit 13D?	
9. If benefits under the County's plan are exhausted or not covered, can members take advantage of your negotiated pricing? If not, please explain.	
10. How will your plan pay benefits for students who reside outside of the state?	
11. Describe how your pretreatment review system operates and the current turnaround time.	

DENTAL PPO BENEFIT ADMINISTRATION	VENDOR RESPONSE
12. Will you agree to permit annual open enrollment periods at which time no pre-existing condition limitations will apply to participants and their dependents transferring between plans?	
13. What additional benefits do you offer to pregnant women and/or diabetics?	
14. Does your plan allow nitrous oxide analgesia? If so, please indicate any additional costs.	
15. What types of sedatives do you cover and what are the coverage limitations?	
16. Do you cover temporary fillings?	
17. Do you cover Guided Tissue Regeneration?	
18. Up to what age do you cover fluoride treatments and how often?	
19. Up to what age do you cover sealants and how often?	

DENTAL PPO CLAIM ADMINISTRATION SERVICES	VENDOR RESPONSE
1. From what location would this policyholder's claims be processed?	
2. What is your company's claims processing turn-around time for dental claims not involving coordination of benefits?	
3. Does your claim system have any protections against fraud by:	
a. Providers	
b. Members	
c. Employees	
4. Does your claim system have any protections against unbundling and/or upgrading claims? If so, describe in detail.	
5. a. How are network claims processed?	
b. Are any authorization forms necessary or ID cards required?	
c. Do members pay up-front and submit claims for reimbursement or are members responsible for only plan copays, deductibles and coinsurance?	

DENTAL PPO CLAIM ADMINISTRATION SERVICES	VENDOR RESPONSE
d. If paper claim submission is required, what is the turn-around time for a member's claim to be processed (date of receipt to date check is issued)?	
e. Are there any time limits for submitting claims?	
6. a. Will your organization process any non-participating provider claims?	
b. How are non-network claims processed?	
7. How do you determine Usual, Customary, and Reasonable (UCR) for non-network dental benefits (e.g., own data, percentile of HIAA data, relative value scale, Fair Health)?	
8. Does your plan use maximum allowable cost for limiting non-network allowances?	
9. What UCR level have you used for non-network claims?	
10. What percent of Fair Health for zip code 853 is your non-network allowance?	
11. Explain how maximum allowable charges are determined geographically: a. By the location of the employer, or the provider of dental services? Other? Please explain. b. How are specific areas delineated (e.g., 5 digit zip, 3 digit zip, county)?	
12. What steps are taken if the maximum allowable charge is un-coded?	
13. How are the client and plan participants supported in their resistance to charges in excess of the maximum allowable charge?	
14. How can a claimant find out what the maximum allowable charge is for a particular procedure in advance of having the procedure performed?	
15. With respect to dental surgery, do you ever reimburse assistant surgeons? What is the basis for such a determination and how is the allowance for the assistant surgeon, if any, calculated?	
16. When you are COB secondary payor, do you use your UCR profiles or those of the primary carrier to determine your level of reimbursement?	

DENTAL PPO PLAN UNDERWRITING	VENDOR RESPONSE
1. What experience period will be used for the first renewal (e.g., first 6 months)? What period will be used in subsequent renewals?	
2. How much would the group have to change in size before the credibility percentages above would vary by more than 10 percent?	
3. What credibility do you anticipate assigning to the Client's experience at: First Renewal? Subsequent?	
4. How will projected incurred claims be estimated?	
5. a. Do you agree to use client specific lag to determine paid to incurred adjustments for renewal calculations? b. If no, describe how you adjust paid claims to incurred claims? What standard reserve factor would you use?	
6. What is your 2014 and anticipated 2015 PPO trend for your proposed plan in Yuma County?	
7. Is retention calculated as a percentage of claims, a percentage of premium, or a per capita basis?	

DENTAL HMO	VENDOR RESPONSE
1. Are you able to administer the DHMO program benefits? (If no, confirm you have completed the Deviations Exhibit contained in the RFP.)	
2. Indicate the schedule name or number for the plan you are proposing.	
3. Is each member of a family allowed to select their own individual primary care dentist under your Dental HMO plan?	
4. How often can a member change their primary dentist selection?	
5. How can the selection change be made, i.e., calling customer service, online, etc.?	
6. When would the change be effective?	
7. Does your plan's copay schedule apply to specialists or must members pay a different fee (e.g. discount from providers' normal charge)?	
8. What performance standards do you require of dentists with respect to scheduling routine dental care?	
9. What performance standards do you require of dentists with respect to emergency care?	
10. Do your primary care dentists serve as "gatekeepers" for specialty referrals? If not, how are specialty referrals monitored for appropriateness?	
11. What is the average waiting time for routine cleanings, other routine appointments, first appointments, emergency appointments? How often do you monitor this?	
12. What method do you use to verify that participants are treated the same as the provider's fee for service patients?	
13. Does your plan allow nitrous oxide analgesia? If so, please indicate any additional costs.	
14. Does your plan cover dental implants?	
15. What types of sedatives do you cover and what are the coverage limitations?	

DENTAL HMO	VENDOR RESPONSE
16. Do you cover temporary fillings?	
17. Do you cover Guided Tissue Regeneration?	
18. Up to what age do you cover fluoride treatments and how often?	
19. Up to what age do you cover sealants and how often?	
20. Include a complete copy of your copay and fees schedule including any exclusions and limitations with your response.	
21. Do you agree not to change the schedule for the duration of the period you have guaranteed rates?	
23. Describe how treatment in progress (at initial takeover) will be covered. How will orthodontic claims be adjudicated? What portion of claim expenses will be honored?	
24. Describe how treatment in progress will be covered if your plan is terminated during an episode of treatment. What services (i.e., root canal, crowns, etc.) are covered and for what amounts?	
25. Describe any missing tooth limits your plan may have for new participants.	
26. Describe how you would handle a late entrant.	
27. Are medications covered under the dental plan?	
28. How does your plan handle a resin composite filling on teeth that traditionally would be treated with an amalgam?	
29. How will your plan pay benefits for students who reside outside of the state?	
30. What additional benefits do you offer to pregnant women and/or diabetics?	

Exhibit 11

Performance Guarantees

For each line of coverage bid, include performance guarantees you are willing to offer and the maximum you are willing to put at risk. The client is interested in guarantees around implementation, vendor scorecard, timely processing of eligibility, customer service call wait times, timely and accurate payment of claims, and maintaining the size of your network (dental and vision).

PERFORMANCE GUARANTEES: LIFE INSURANCE (Basic and Optional)		
Category	How Measured	Financial Penalty

PERFORMANCE GUARANTEES: SHORT TERM DISABILITY (STD)		
Category	How Measured	Financial Penalty

PERFORMANCE GUARANTEES: DENTAL PPO		
Category	How Measured	Financial Penalty

PERFORMANCE GUARANTEES: DENTAL DHMO		
Category	How Measured	Financial Penalty

Exhibit 12 Reporting Requirements

REPORTING – ALL VENDORS						
Coverage Line	Month	Quarter	Annual	Vendor Response (Y or N)	Online Access (Y or N)	Excel (Y or N)
Life Insurance						
Enrollment, premiums, volume by coverage			X			
Detailed paid claims and premium waivers by coverage (Basic, Optional, etc.)			X			
Dental PPO						
Enrollment (subscriber/member) by coverage tier and active/cobra.	X					
Premiums paid	X					
Claims <u>paid</u> by Status (active/cobra) and in-network vs out of network	X					
Utilization report			X			
Lag report			X			
Dental HMO						
Enrollment and premiums paid			X			
Utilization report			X			
Short Term Disability						
Enrollment and premiums paid			X			
Detailed paid claims by coverage			X			
Utilization report/consultative analytics			X			
Ad Hoc Reporting Capabilities						
Ability for the City to generate Ad Hoc Reports	Determined by the County					

EXHIBIT 13a – BASIC LIFE AND AD&D

YUMA COUNTY
PLAN COMPARISON CHART

Indicate **ONLY** where the benefits of your proposed plan differ from the current. If the same as current, leave blank and it is assumed you are duplicating the current benefit.

Benefit Category	Current Plan	Proposed Plan
Basic Life & AD&D All Eligible Employees	The lesser of 1 times your Basic Yearly Earnings or \$50,000	
Guarantee Issue	Up to \$50,000	
Benefit Reduction	65% at age 65 50% at age 70+	
Waiver of Premium	Included	
Portability and Conversion	Included	
Accelerated Benefit Option	Included	

EXHIBIT 13b – OPTIONAL LIFE

YUMA COUNTY
PLAN COMPARISON CHART

Indicate **ONLY** where the benefits of your proposed plan differ from the current. If the same as current, leave blank and it is assumed you are duplicating the current benefit.

Type of Coverage	Current Plan	Proposed Plan
Employee Life and AD&D	\$10,000 increments, up to a maximum of \$250,000 not to exceed 5 times your Basic Yearly Earnings	
Spouse Life Amount	\$5,000 increments, up to a maximum of \$50,000 not to exceed employee amount	
Child(ren) Life Amount	\$2,500 increments, up to a maximum of \$10,000	
Guarantee Issue Employee	The lesser of \$250,000 or 3 times your Basic Yearly Earnings	
Spouse	\$20,000	
Child(ren)	\$10,000	

EXHIBIT 13b – OPTIONAL LIFE**YUMA COUNTY
PLAN COMPARISON CHART**

Indicate ONLY where the benefits of your proposed plan differ from the current. If the same as current, leave blank and it is assumed you are duplicating the current benefit.

Type of Coverage	Current Plan	Proposed Plan
Benefit Reduction (Spouse)	65% at age 65 50% at age 70+	
Waiver of Premium	Included	
Portability and Conversion	Included	
Accelerated Benefit Option	Included	

EXHIBIT 13c – BASIC ACCIDENTAL DEATH & DISMEMBERMENT BENEFITS**YUMA COUNTY PLAN DESIGN COMPARISON CHART**

Indicate ONLY where the benefits of your proposed plan differ from the current. If the same as current, leave blank and it is assumed you are duplicating the current benefit.

Type of Coverage	Current Plan	Proposed Plan
For Loss Of:	% of Principal Sum	
Life	100%	
Both Hands or Both Feet or Sight of Both Eyes	100%	
One Hand and One Foot	100%	
Speech and Hearing in Both Ears	100%	
Either Hand or Foot and Sight of One Eye	100%	
One Hand or One Foot or Sight of One Eye	50%	
Speech	25%	
Quadriplegia	100%	
Paraplegia	75%	
Hemiplegia	50%	
Hearing in Both Ears	50%	
Thumb and Index Finger on Same Hand	25%	

EXHIBIT 13d – EMPLOYER PAID SHORT TERM DISABILITY

YUMA COUNTY PLAN DESIGN COMPARISON CHART

Type of Coverage	Requested Plan Design	Proposed Plan
Benefit Percent	66 2/3%	
Weekly Benefit Minimum	\$25.00	
Weekly Benefit Maximum	\$1,500	
Benefit Waiting Period	90 calendar days of total disability ¹	
Maximum Benefit Period	90 days	
Definition of Disability	At least one material duty of your own occupation or at least a 20% loss of earnings	
Return to Work Provision	Not more than 2 weeks	
Benefit Offsets	<p>Disability benefits from a Group Disability plan or Social Security</p> <p>Other Government Plan Retirement benefits from an employer plan or government plan</p> <p>No-fault insurance</p> <p>Any sick leave or salary continuance, or earnings received in excess of 100% of your pre-disability earnings plus your disability benefit and other offsets described above</p>	

¹Benefit Eligibility Period: 90th day of disability through the 180th day of disability

EXHIBIT 13e – VOLUNTARY SHORT TERM DISABILITY

YUMA COUNTY PLAN DESIGN COMPARISON CHART

Type of Coverage	Requested Plan Design	Proposed Plan
Benefit Percent	66 2/3%	
Weekly Benefit Minimum	\$25.00	
Weekly Benefit Maximum	\$1,500	
Benefit Waiting Period	0/7 accident/sickness or 0/14 accident/sickness	
Maximum Benefit Period	90 days	
Definition of Disability	At least one material duty of your own occupation or at least a 20% loss of earnings	
Return to Work Provision	Not more than 2 weeks	
Benefit Offsets	<p>Disability benefits from a Group Disability plan or Social Security</p> <p>Other Government Plan Retirement benefits from an employer plan or government plan</p> <p>No-fault insurance</p> <p>Any sick leave or salary continuance, or earnings received in excess of 100% of your pre-disability earnings plus your disability benefit and other offsets described above</p>	

EXHIBIT 13f – PPO DENTAL

YUMA COUNTY PLAN DESIGN COMPARISON CHART

	Current/Requested Plan		Proposed Plan	
Benefits	In-Network	Out-of-Network	In-Network	Out-of-Network
Calendar Year Deductible				
Individual	\$50 Combined			
Family	\$150 Combined			
Calendar Year Maximum	\$2,500 Combined			
Class I Services (Preventive)				
• Exams	100%	100%		
• All X-Rays	100%	100%		
• Cleanings & Fluoride Treatments	100%	100%		
• Space Maintainers	100%	100%		
Class II Services (Basic)				
• Sealants	80%	80%		
• Palliative Treatment (Emergency)	80%	80%		
• Basic Restorative (Fillings, etc.)	80%	80%		
• Simple Extractions	80%	80%		
Class III Services (Major)				
• Endodontics	50%	50%		
• Non-Surgical Periodontics	50%	50%		
• Surgical Periodontics	50%	50%		
• Complex Oral Surgery	50%	50%		
• General Anesthesia	50%	50%		

EXHIBIT 13f – PPO DENTAL

YUMA COUNTY PLAN DESIGN COMPARISON CHART

	Current/Requested Plan		Proposed Plan	
Benefits	In-Network	Out-of-Network	In-Network	Out-of-Network
Class III Services (Major)				
• Repairs of Crowns, Inlays, Onlays	50%	50%		
• Repairs of Bridges	50%	50%		
• Denture Repair	50%	50%		
• Inlays, Onlays, Crowns	50%	50%		
• Prosthetics (Bridges, Dentures)	50%	50%		
• Implants	50%	50%		
Orthodontics				
• Diagnostic, Active, Retention Treatment	50%	50%		
Lifetime Maximum	\$1,000 Combined			
Allowed Charge	Based on discounted network allowed charge	51 th percentile of UCR		

STANDARD TERMS AND CONDITIONS

1. CERTIFICATION

By signature in the offer section of the Offer and Acceptance page, bidder certifies:

- A. The submission of the offer did not involve collusion or other anti-competitive practices.
- B. The bidder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, or A.R.S. Sec 41-1461, et.seq.
- C. The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
- D. The bidder submitting the offer hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

2. TERMINATION OF CONTRACT

This contract may be terminated at any time by mutual written consent, or by the County, with or without cause, upon giving **thirty** (30) days' written notice to you. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for services rendered to the County before the effective date of termination.

The County reserves the right to cancel the whole or any part of this contract due to failure of contractor to carry out any term, promise, or condition of the contract. The County will issue a written ten- (10-) day notice to cure a default to contractor for acting or failing to act as in any of the following:

In the opinion of the County, contractor provides personnel that do not meet the requirements of the contract;

In the opinion of the County, contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;

In the opinion of the County, contractor attempts to impose on the County personnel or materials, products or workmanship that are of unacceptable quality.

Contractor fails to furnish the required service and/or product within the time stipulated in the contract;

In the opinion of the County, contractor fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that contractor will not or cannot perform to the requirements of the contract.

3. NON-APPROPRIATION

Each payment obligation of the County created hereby is conditioned upon the availability of County funds, which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify contractor at the earliest possible time which service will or may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

4. RECORDS

Internal control over all financial transactions related to this contract shall be in accordance with sound fiscal policies. The County may, at reasonable times and places, audit the books and

records of you or any and all of your subcontractors. Said audit shall be limited to this contract and its scope of services.

5. ARBITRATION

It is understood and agreed that no provision of the contract relating to arbitration or requiring arbitration shall apply to or be binding upon the County except by the County's express written consent given subsequent to the execution of the contract. However, at the County's sole option, or by other means expressly approved by the County, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. Sec. 12-1501, et seq. Contractor shall continue to render the services required by this contract without interruption, notwithstanding the provisions of this section.

6. INDEPENDENT CONTRACTOR

It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

Contractor shall not be entitled to compensation in the form of salaries, or to paid vacation or sick days by the County, and that such days do not accumulate for the use of same at a later date.

Yuma County will not provide any insurance coverage to Contractor, including Workmen's Compensation coverage. The Contractor is advised that taxes or social

7. EQUAL OPPORTUNITY EMPLOYER

Contractor, your subcontractor (s) and supplier(s) agree to adhere to a policy of equal employment opportunity regardless of race, color, religion, ancestry, sex, age, disability, and/or national origin.

8. PATENT INFRINGEMENT

The procuring agency should advise the Contractor of any impending patent suit and provide all information available. The Contractor shall defend any suit or proceeding brought against the procurement agency based on a claim that any equipment, or any part thereof, furnished under this contract constitutes an infringement of any patent, and the Contractor shall pay all damages and costs awarded therein, excluding incidental and consequential damages, against the procuring agency. In case said equipment, or any part thereof, is in such suit held to constitute infringement and use of said equipment or part is enjoined, the Contractor shall, at its own expense and at its option, either procure for the procuring agency the right to continue using said equipment or part, or replace same with non-infringing equipment, or modify it so it becomes non-infringing.

9. AMERICANS WITH DISABILITIES ACT

The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

10. CONFIDENTIALITY OF RECORDS

The Contractor shall establish and maintain procedures and controls that are acceptable to the County for the purpose of assuring that no information contained in its records or obtained from the County or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to the County. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the County.

11. GRATUITIES

The County may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the contractor or any agent or representative of the Contractor, to any officer or employee of the County

amending, or the making of any determinations with respect to the performing of such contract. In the event this contract is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

12. APPLICABLE LAW

This contract shall be governed by the law of the State of Arizona, and suits pertaining to this contract shall be brought only in Federal or State courts in the State of Arizona.

13. CONTRACT

The contract shall be based upon the Request for Proposal issued by the County and the offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Yuma County and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

14. CONTRACT AMENDMENTS

This contract shall be modified only by a written contract amendment signed by the County and persons duly authorized to enter into contracts on behalf of the Contractor.

15. PROVISIONS REQUIRED BY LAW

Each and every provision of law and any clause required by law to be in the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

16. SEVERABILITY

The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the valid provision or application.

17. INTERPRETATION - PAROL EVIDENCE

This contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

18. ASSIGNMENT - DELEGATION

No right or interest in this contract shall be assigned by the contractor without prior written permission of the County, and no delegation of any duty of Contractor shall be made without prior written permission of the County's Human Resources Director.

19. SUBCONTRACTS

All subcontracts shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

20. RIGHTS AND REMEDIES

No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

21. PROTESTS

A protest shall be in writing and shall be filed with County Clerk of the Board of Supervisors (BOS). A protest of a Request for Proposal shall be received at the BOS office not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:

- A. The name, address, and telephone number of the protestant;
- B. The signature of the protestant or its representative;
- C. Identification of the Request for Proposal or contract number;
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and,
- E. The form of relief requested.

22. WARRANTIES

Contractor warrants that all material or service delivered under this contract shall conform to the specifications of this contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the County, shall not alter or affect the obligations of the Contractor or the rights of the County under the foregoing warranties. Additional warranty requirements may be set forth in this document.

23. INDEMNIFICATION

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless Yuma County, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work or services in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

24. LEGAL ARIZONA WORKERS' ACT COMPLIANCE

To be the extent the applicable under A.R.S. section 41-4401, the contractor and its subcontractors warrants compliance with Federal Immigration Laws and Regulations.

25. ADVERTISING

Contractor shall not advertise or publish information concerning this contract without prior written consent of the County.

26. RIGHT TO INSPECT

The County may, at reasonable times, and at the County's expense, inspect the place of a Contractor or subcontractor which is related to the performance of any contract as awarded or to be awarded.

27. CERTIFICATION OF NO SCRUTINIZED BUSINESS OPERATION

Pursuant to A.R.S. sections 35-391.06 and 35-393.06, contractor hereby certifies that it does not have scrutinized business operations in either Sudan or Iran.

28. FORCE MAJEURE

A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

B. If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.

29. INSPECTION

All material or service is subject to final inspection and acceptance by the County. Material or service failing to conform to the specifications of this contract shall be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance shall conform to the cancellation clause set forth in this document.

30. EXCLUSIVE POSSESSION

All services, information, computer program elements, reports, and other deliverables that may be created under this contract are the sole property of Yuma County and shall not be used or released by the Contractor or any other person except with prior written permission by the County.

31. TITLES AND RISK OF LOSS

The title and risk of loss of material or service shall not pass to the County until the County actually receives the material or service at the point of delivery, unless otherwise provided within this contract.

32. NO REPLACEMENT OF DEFECTIVE TENDER

Every tender of materials must fully comply with all provisions of this contract. If a tender is made which does not fully conform, this shall conform to the cancellation clause set forth within this document.

33. PAYMENT

A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

The County shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

34. LICENSES

Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.

35. COST OF PROPOSAL PREPARATION

The County shall not reimburse the cost of developing, presenting, or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically providing adequate information in a straightforward and concise manner.

36. PUBLIC RECORD

All proposals submitted in response to this request shall become the property of the County and shall become a matter of public record available for review subsequent to the award notification.

37. SUBSEQUENT EMPLOYMENT:

The County may cancel this contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract, on behalf of the County is or becomes, at any time while the contract or any extension of the contract is in effect, an employee of, or a contractor to any other party to this contract with respect to the subject matter of the contract. Such cancellation shall be effective when written notice from the Clerk of the Board is received by the parties to this contract, unless the notice specifies a later time.

38. DEFINITION OF KEY WORDS USED IN THE SOLICITATION

“Shall, Will, or Must”	Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of proposal as non-responsive.
“Should”	Indicates something that is recommended but not mandatory. If the offeror fails to provide recommended information, the County may, at its sole option, ask the offeror to provide the information or evaluate the proposal without the information.
“May”	Indicates something that is not mandatory but permissible.

For purposes of this contract and Scope of Work, the following definitions shall apply:

“County”	Yuma County, Arizona
“Contractor”	The individual, partnership, or corporation who, as a result of the competitive proposal process, is awarded a contract by Yuma County
“Consultant”	The legal agreement executed between Yuma County and the Contractor/Consultant.
“Contract”	
“Contract Representative”	The County employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and responsible for monitoring and overseeing the Contractor's performance under this contract.
“Board of Supervisors”	The contracting authority for Yuma County, authorized to sign contracts and amendments thereto on behalf of Yuma County.

SPECIAL TERMS AND CONDITIONS

1. AMENDMENTS

Amendments to this "Request for Proposal" may be obtained as directed on the coversheet of this RFP. It is the bidder's responsibility to obtain a copy of any amendment relevant to this solicitation. Yuma County takes no responsibility for informing recipients of changes to the original solicitation document. Failure to submit signed amendments with the bid response may be grounds for deeming submittal non-responsive.

2. RIGHT TO AUDIT

Yuma County reserves the right to audit the claim files maintained by the vendors providing services to Yuma County as they relate to the benefits program being provided upon 30 days notice at no charge to the County. Yuma County reserves the right to select a third party to evaluate/audit the selected insurance carrier.

3. TERM OF CONTRACT

The term of the contract shall commence upon effective date services are rendered as stated in the award acceptance form and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Yuma County shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods or portions thereof. In the event that the County exercises such rights, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period with the possible exception of rate adjustments and minor scope additions and/or deletions which may be agreed upon.

4. RATE ADJUSTMENTS

The County will review fully documented requests for rate adjustment after any contract has been in effect for one (1) year. Any rate adjustment will only be made at the time of contract renewal/extension and will be a factor in the renewal/extension review process and must be fully justified in writing based on claims experience and trend factors (this includes those renewal terms with not-to-exceed rates). The County will determine whether the requested rate adjustment or an alternate option, is in the best interest of the County. Any rate adjustment will be effective upon the effective date of the contract renewal/extension and shall remain in effect during the extension/renewal.

5. KEY PERSONNEL

It is essential that the Contractor provides adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

- A. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the County.
- B. If key personnel are not available for work under this contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the County, and shall, subject to the concurrence of the

County, replace such personnel with personnel of substantially equal ability and qualifications.

6. HIPAA PRIVACY ACT

The contractor must perform all HIPAA privacy compliance tasks at no cost to the County.

7. INSURANCE

The Contractor agrees to:

- A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the County at least ten (10) calendar days prior to termination, cancellation, or reduction in coverage in any policy.
- B. The General Liability Insurance policy shall include the County as an additional insured (with the exception of Automobile Liability) with respect to liability arising out of the performance of this contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the County will be excess and not contributing.
- C. Provide and maintain minimum insurance limits as follows:

Coverage Afforded	Limits of Liability
Workers' Compensation	\$500,000
Employer's Liability	\$100,000
Commercial General Liability Insurance Including: 1) Products & Completed Operations 2) Blanket Contractual	\$1,000,000 Bodily Injury \$2,000,000 Property Damage
Comprehensive Automobile Liability Insurance Including: 1) Non-owned 2) Leased 3) Hired Vehicles	\$1,000,000 Bodily Injury Combined Single Limit \$100,000 Property Damage

County Contractor will present to the County written evidence (Certifications of Insurance) of compliance with Section 1., Items A., B., and C. above. Said evidence shall be to the County's satisfaction.

Yuma County, Arizona Notice of Request for Proposal

Request for Proposal No:	HRB2015001	Proposal Due Date	March 6, 2015
For Services:	Group Life and AD&D Insurance	Proposal Time:	1:00 pm AZ time
		Contact:	Jeanna Carlton
	Location: Yuma County Clerk of the Board of Supervisors	Phone:	602-381-4000
	Mailing Address: 198 South Main Street, Yuma Arizona 85364 Attention: Robert L. Pickels Jr.		

In accordance with Yuma County Procurement Code competitive sealed proposals for the services specified will be received by the Yuma County Clerk of the Board of Supervisors at the specified location above until the date and time cited above. Proposals shall be in the actual possession of the Yuma County Clerk of the Board on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the State of Arizona Procurement Code. **Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.** All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the entire request for Proposal Package.

OFFER

To the Yuma County: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the County a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the County. The undersigned understands any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the County prior to acceptance. The signature below certifies your understanding and compliance with the Yuma County Standard Terms and Conditions contained in the Request for Proposal package issued by the County.

Arizona Transaction (Sales) Privilege

Tax License Number: _____

For clarification of this offer contact:

Name: _____

Federal Employer Identification

Number: _____

Telephone: _____ Fax: _____

Company Name

Authorized Signature for Offer

Address

Printed Name

City

State

Zip Code

Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For Yuma County Use Only)

Your offer is accepted by Yuma County, subject to approval of each written exception that your proposal contained. The contract consists of the following documents 1) Request for Proposal issued by the County; 2) Your offer in Response to the County's Request for Proposal; 3) This written acceptance and contract award.

As the contractor, you are now legally bound to sell the services listed by the attached award notice, based on the solicitation of proposals, including all terms, conditions, specifications, amendments and your offer as now accepted by the County. The Contractor shall not commence any billable work or provide any service under this contract until the Contractor receives an executed written Notice to Proceed.

Attested by:

Yuma County, Arizona. Effective Date: _____

Clerk of the Board of Supervisors

Approved as to form:

Witness: _____

County Attorney

Contract Number:

Contract Awarded Date _____, _____

County Seal

Signed by:

Official File: _____

Director Human Resources